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Essential Drug Division
No. KMSCL/DRG/ED/833/2018 (1)

www.kmscl.kerala.gov.in
Date: 03.12. 2018

AMENDMENT NO.1

(CATEGORY – I&II)

Sub :- KMSCL – e-tender for the Procurement of Drugs for the year 2019-20 – Amendment published – reg.

Ref :- Tender No: KMSCL/DRGED/I&II/RC/2018/014 Dated 21.11.2018

In continuation to the discussions made with the prospective bidders in the pre-tender meeting held on 30.11.2018, the following amendments are made in the tender document referred 1st above.

I. In section **5.2** (Eligibility Criteria for participating in the tender), the clause 5.2.1.4 is corrected and to be read as follows;

5.2.1.4 The bidders are permitted to offer one item from more than one manufacturing unit. In such circumstances an inspection fee of Rs. 50,000/- for each additional manufacturing unit should be remitted to KMSCL, if the additional manufacturing unit has not been inspected by the Tender Inviting Authority for the past 3 years, in the dates specified in clause 3.2

II. In section **6.4** (Mode of payment of Tender Document Cost & EMD), the clauses **6.4.2.2** to **6.4.2.6** are corrected and to be read as follows;

6.4.2.2 **State Bank of India Multi Option Payment System (SBI MOPS Gateway)**: Bidders are required to avail Internet Banking Facility in

any of the listed banks for making the remittances in e-procurement System.

6.4.2.3 During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI and Other Banks** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click SBI option to proceed with its Net Banking Facility, where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the listed Banks to proceed with its Net Banking Facility, for remitting the payments.

6.4.2.4 Transaction Charges for Other Banks is fixed, vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-.

6.4.2.5 Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

6.4.2.6 **It is necessary to click on "Freeze bid" link / icon** to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing / opening during bid opening process.

III. In section **6.29** (Payment Provisions), clause **6.29.3** is corrected and to be read as follows;

6.29.3 95% Payments towards the supply of items will be made as per terms and conditions laid down in the Tender Document. In such

cases, balance 5% would be retained as performance security.

100% payment towards the supply will be released to those suppliers who have furnished an additional Performance Guarantee for 5% of the total LOI value, along with Security Deposit.

The performance guarantee shall be furnished in form of bank guarantee as in **Annexure-XI** valid for a period of 18 months from the date of LOI or Demand Draft drawn in favour of the Managing Director, KMSCL. Refund of the retention amount/performance guarantee will be made only after 18 months from the date of execution of agreement or 3 months after satisfactory completion of supply, whichever is later.

IV. The format of Performance Bank Guarantee is inserted as **Annexure – XI** of the tender document.

V. The following drug is deleted from **Appendix-II- D** of the tender document.

D	List of External Liquid Preparation requiring label in yellow background with red band on the top				
SL No	Category	Drug Code	Drug Name	Strength	Unit
4	CAT-I	D14024	LIQUID PARAFFIN IP	100 ml	bottle

All other terms and conditions in the tender remain the same.

Sd/-
MANAGING DIRECTOR
TENDER INVITING AUTHORITY

FORMAT OF PERFORMANCE BANK GUARANTEE

To

The Kerala Medical Services Corporation Ltd
(Address)

Sir,

Bank Guarantee No	:
Amount of Guarantee	:
Guarantee cover from	:
Last date for lodgement of claim	:

This deed Guarantee executed by the

(Herein after referred to as the "Bank") in favour of the Managing Director, Kerala Medical Services Corporation Ltd, Thiruvananthapuram (hereinafter referred to as "the Beneficiary") for an amount not exceeding ` at the request of M/s. (herein after referred to as " the Contractor").

This guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. and the guarantee shall remain in full force up to and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before .

Whereas the beneficiary has placed a Letter of Intent with the contractor in terms of the LOI No: dated for drugs/supplies whereas one of the conditions of the agreement made was that the Corporation should make 100% payment of the contract on submission of Performance Bank Guarantee equivalent to 5% contract value valid for 18 months from the date of execution of agreement or 3 months from the date of satisfactory completion of supply whichever is later.

In consideration of the beneficiary having agreed to pay to the contractor the payment as aforesaid in accordance with the terms of the agreement, we, the hereby undertake that it will in the event of the Contractor, failing to deliver the materials in accordance with the conditions of the agreement, pay to the beneficiary on demand any sum or sums which may from time to time be demanded by the beneficiary after the date there of up to a maximum of Rs. being the amount of 5% of the contract value which at the date of the demand by the beneficiary has been paid aforesaid and which has not under the terms of this or any undertaking been reimbursed.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs.
- ii) The Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Dated on this day of

Witnesses:

1.

2.